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Attorneys for Plaintiff
Prime Alliance Bank, Inc.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

PRIME ALLIANCE BANK, INC., a
Utah corporation,

Plaintiff

VS.

EAGLE EYE PRODUCE
CALIFORNIA, INC., an Idaho
Corporation; EAGLE EYE PRODUCE,
INC., an Idaho Corporation; DOES 1
through 10, inclusive,

Defendants.

Case No.: 2:20-cv-01994-JAM-DB

**STIPULATION AND ORDER TO STAY
PROCEEDINGS BY 30 DAYS
PENDING SETTLEMENT**

Action filed: October 5, 2020

1 Plaintiff Prime Alliance Bank, Inc. (“Plaintiff”) and defendants Eagle Eye Produce
2 California, Inc. and Eagle Eye Produce, Inc. (collectively, “Defendants”), (collectively,
3 “Parties”), by and through their respective counsel, hereby stipulate as follows:

4 WHEREAS, Plaintiff filed the Complaint on October 5, 2020, in the United States
5 District Court, Eastern District of California;

6 WHEREAS, Plaintiff served Defendant with the Complaint on October 26, 2020;

7 WHEREAS, the Parties stipulated on November 11, 2020, to extend the time for
8 Defendant to respond to Plaintiff’s Complaint to December 14, 2020;

9 WHEREAS, Defendant filed its Answer on December 14, 2020;

10 WHEREAS, the Parties are actively involved in settlement negotiations and agree
11 that a stay in the proceedings will allow the Parties time to hopefully resolve this dispute
12 and reach a mutually agreeable settlement of the matter without burdening the Court and
13 the Parties with unnecessary litigation;

14 WHEREAS, pending the anticipated finalization of the Parties’ settlement,
15 Plaintiff and Defendant hereby stipulate to stay the current proceedings between them
16 and all subsequent deadlines by 30 days;

17 WHEREAS, notwithstanding the stay, and in order to facilitate settlement, the
18 Parties stipulate that Plaintiff shall be permitted to serve subpoenas to produce
19 documents, information or objects upon third parties Ironplanet, Inc. and Leasing
20 Innovations Incorporated (the “Third Party Subpoenas”);

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1 NOW THEREFORE, with the exception of allowing Plaintiff to serve and enforce
2 the Third Party Subpoenas, the Parties hereby stipulate to stay all proceedings in the
3 above captioned action for 30 days.

4 IT IS SO STIPULATED.

5 Dated: December 18, 2020

NOLAN HEIMANN, LLP

7 By: /s/ Jordan Susman
8 Jordan Susman
9 Attorneys for Plaintiff
Prime Alliance Bank, Inc.

10 Dated: December 18, 2020

11 PARSONS BEHLE & LATIMER

12 By: /s/ Brook Bond (as authorized on Dec. 18, 2020)
13 Brook B. Bond
14 Attorneys for Defendants
15 Eagle Eye Produce California, Inc.
Eagle Eye Produce, Inc

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18 IT IS SO ORDERED.

19 Dated: December 18, 2020

20 /s/ John A. Mendez
21 THE HONORABLE JOHN A. MENDEZ
22 UNITED STATES DISTRICT COURT JUDGE